

SPONSORSHIP AGREEMENT FOR THE HOOSIER HELPER SPONSORSHIP PROGRAM

EDS # A249-

This Contract ("this Contract") is made and entered into effective as of _____, 2011 ("Effective Date") by and between the State of Indiana ("State"), acting by and through the Indiana Department of Transportation ("INDOT"), and

(the "Sponsor"), a corporation/limited liability company organized under the laws of the State of _____.

W I T N E S S E T H

WHEREAS, INDOT operates a highway patrol program known as Hoosier Helpers in various urban areas throughout the State of Indiana;

WHEREAS, the Hoosier Helpers help to keep highways safe and efficient for the motoring public by reducing or removing traffic restrictions and by providing free assistance to stranded motorists for a wide variety of roadway incidents including disabled vehicles, accident scenes, sick or injured motorists, pedestrians on roadways, travel lane or shoulder debris, vehicle fires, to name a few examples;

WHEREAS, INDOT desires to engage a qualified and experienced firm to provide sponsorship of the Hoosier Helpers to help offset operating costs of the program;

WHEREAS, INDOT issued RFP on _____, 2011, offering certain rights packages in the Hoosier Helper program;

WHEREAS, the Sponsor represented to INDOT through its response to the RFP that it is experienced and qualified to sponsor the Hoosier Helper program and INDOT has deemed the Sponsor acceptable;

WHEREAS, the elements of the Hoosier Helper sponsorship program are set forth in APPENDIX A, which is attached hereto and incorporated herein by reference;

WHEREAS, INDOT has developed an advertising policy to maintain the integrity and goodwill of the Hoosier Helper program as set forth in APPENDIX B, which is attached hereto and incorporated herein by reference;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

BUSINESS TERMS

1. **Interpretation.** The Preamble and Recitals recorded above are incorporated by reference into this Agreement.

2. **Sponsorship.** The Sponsor shall provide all of the elements and deliverables of the sponsorship program as set forth in Appendix A.

3. **Name of Sponsorship Program.** In consideration of sponsorship payments and other terms and conditions of this Agreement, INDOT's Hoosier Helper program shall be co-branded with the name "INDOT Hoosier Helper Sponsored by [insert Sponsor's name or brand]_____." Sponsor shall have the sole and exclusive rights to participate in and sponsor the sponsorship program during the term of this Agreement. Sponsors rights under this Agreement are subject to INDOT's use of its own brand identity on all Hoosier Helper vehicles.

4 **Sponsorship Fees.** Sponsor shall pay to INDOT Sponsorship Fees in accordance with Appendix A ("Sponsorship Fees.") Any installment of Sponsorship Fees shall be considered late if not received by INDOT within thirty (30) days of the due date and shall be subject to a late payment charge in the amount INDOT would be obligated to pay if late under IC 5-17-5-1.

5. **Term.** This Agreement shall be effective for a period of three (3) years commencing on _____ and shall remain in effect through _____, unless terminated earlier in accordance with the terms of this Agreement.

6. **Renewal Option.** This Agreement may be renewed for up to _____ additional _____years by mutual written agreement.

7. **Access to Records.** The Sponsor and any contractors of Sponsor shall maintain all books, documents, papers, correspondence, accounting records and other evidence relating to this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for five (5) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT.

8. **Assignment; Successors.**

A. The Sponsor binds its successors and assignees to all the terms and conditions of this Agreement. The Sponsor shall not assign or subcontract the whole or any part of this Agreement without INDOT's prior written consent.

9. Audit. The Sponsor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et seq. and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Agreement.

10. Authority to Bind Sponsor. The Sponsor warrants that it has the necessary authority to enter into this Agreement. The signatory for the Sponsor represents that he/she has been duly authorized to execute this Agreement on behalf of the Sponsor and has obtained all necessary or applicable approval to make this Agreement fully binding upon the Sponsor when his/her signature is affixed hereto.

11. Confidentiality of State Information.

The Sponsor understands and agrees that data, materials, and information disclosed to the Sponsor may contain confidential and protected information. Therefore, the Sponsor covenants that data, material, and information gathered, based upon or disclosed to the Sponsor for the purpose of this Agreement, will not be disclosed to others or discussed with third parties without INDOT's prior written consent.

Additionally, materials relating to this Agreement are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et. seq.* INDOT reserves the right to make determination of confidentiality in its sole judgment. Except for Sponsor's prior trademark rights, all material submitted by Sponsor becomes the property of INDOT. INDOT has the royalty-free right to use any or all ideas presented by Sponsor without any compensation.

12. Independent Contractor. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or of the other party.

13. Insurance - Liability for Damages.

A. Sponsor shall be responsible for the accuracy of the work performed under this Agreement and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions.. Any acceptance by INDOT shall not relieve the Sponsor of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.

B. The Sponsor shall be required to maintain in full force and effect, from the date of the Effective Date at least the minimum coverage set forth in this Agreement. The Sponsor must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

C. The Sponsor shall furnish a certificate of insurance and all endorsements to INDOT prior to the commencement of this Agreement. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Sponsor. Failure to provide insurance as required in this Agreement is a material breach of Agreement entitling INDOT to immediately terminate this Agreement. Sponsor shall carry the following insurance:

Commercial General Liability Insurance

The Sponsor must obtain and carry Commercial / General liability insurance as follows: The Sponsor shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. The policy shall provide thirty (30) days notice of cancellation to INDOT.
2. The Sponsor shall name INDOT as an additional insured.

14. Merger and Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

15. Notice to Parties: Any notice, request, consent or communication (collectively a “Notice”) under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the State shall be sent to:

INDOT Traffic Management

Attn: Traffic Management Director

8620 E. 21st Street

Indianapolis, IN 46219

Notices to the Sponsor shall be sent to:

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

C. As required by IC 4-13-2-14.8, payments to the Sponsor, if any, shall be made via electronic funds transfer in accordance with instructions filed by the Sponsor with the Indiana Auditor of State.

16. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement, (2) attachments prepared by INDOT, (3) RFP document, and (4) the Sponsor's response to the RFP document, and (5) attachments prepared by the Sponsor. All of the foregoing are incorporated fully by reference.

17. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

18. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

19. Status of Claims. The Sponsor shall give prompt written notice to INDOT of any claims made for damages against the Sponsor relating to this Agreement and shall be responsible for keeping INDOT currently advised as to the status of such claims. The Sponsor shall send notice of such claims to:

Deputy Commissioner and Chief Legal Counsel

Indiana Department of Transportation

100 North Senate Avenue, Room N758

Indianapolis, IN 46204-2249

20 Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Sponsor as a result of this Agreement.

21. Termination for Default.

A. Default by Sponsor.

This Agreement may be terminated by INDOT (1) upon ten (10) days written notice to the Sponsor of the occurrence of any material breach of this Agreement (except for non-payment of fees or other financial obligations) provided that INDOT provides Sponsor an opportunity to cure any such material breach and Sponsor fails to do so within forty-five (45) days from the time of receipt of said written notice or (2) upon ten (10) days written notice to the Sponsor of non-payment of fees when due or other financial obligations hereunder, provided that the Sponsor fails to cure the default in payment within ten (10) days of receipt of notice from INDOT. The rights and remedies of INDOT in this Agreement are in addition to any other rights and remedies provided by law or equity or under this Agreement.

B. **Default by INDOT.** This Agreement may be terminated by the Sponsor upon ten (10) days written notice to INDOT of the occurrence of any material breach of this Agreement by INDOT provided that Sponsor provides INDOT an opportunity to cure any such material breach and INDOT fails to do so within forty-five (45) days from the time of receipt of said written notice. Material breach shall include, but not be limited to, the following:

(1) The Hoosier Helper program is held to be, by a court of competent jurisdiction, in violation of any applicable law and such violation is found to be the responsibility of INDOT; or

(2) The Hoosier Helper program is terminated in its entirety or ceases to operate in accordance with this Agreement for a period exceeding twenty (20) consecutive business days.

24. Waiver of Rights. No rights conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither INDOT 's review, approval or acceptance of, nor payment under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Sponsor shall be and remain liable to INDOT in accordance with applicable law for all damages to INDOT.

22. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Agreement, nothing contained in this Agreement is intended or shall be construed to confer upon

any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

MANDATORY TERMS

23. Compliance with Laws.

A. The Sponsor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the Sponsor violates such rules, laws, regulations and ordinances, the Sponsor shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts.

B. The Sponsor represents to INDOT that, to the best of the Sponsor's knowledge and belief after diligent inquiry and other than as disclosed in writing to INDOT prior to or contemporaneously with the execution and delivery of this Agreement by the Sponsor:

- i. *Required State of Indiana Payments.* Neither the Sponsor nor the Sponsor's principal(s) are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.
- ii. *State of Indiana Actions.* The Sponsor has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify INDOT of any such actions.
- iii. *Secretary of State Registration.* If the Sponsor is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

C. *Ethics.* The Sponsor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 05-12, dated January 12, 2005, and any of the ethical requirements referenced in Appendix A, if any (collectively, "Ethical Standards"). If the Sponsor is not familiar with these ethical requirements, the Sponsor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<[>>>>. If the Sponsor or its agents violate any of the Ethical Standards, INDOT may, at its sole discretion, terminate this Agreement immediately upon notice to the Sponsor. In addition, the Sponsor may be subject to penalties under Indiana Code §§ 4-2-6 and 4-2-7, and under any other applicable state or federal laws.](http://www.in.gov/ethics/)

D. *Telephone Solicitation.* As required by IC 5-22-3-7: (1) the Sponsor and any principals of the Sponsor certify that (A) the Sponsor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Sponsor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. (2) The Sponsor and any principals of the Sponsor certify that an affiliate or principal of the Sponsor and any agent acting on behalf of the Sponsor or on behalf of an affiliate or principal of the Sponsor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

24. Drug-Free Workplace Certification.

A. The Sponsor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Sponsor in the State of Indiana has been convicted of a criminal drug violation occurring in the Sponsor's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of this Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

B. In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, the Sponsor hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Sponsor and made a part of the contract or agreement as part of the contract documents.

C. The Sponsor certifies and agrees that it will provide a drug-free workplace by:

- i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Sponsor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- iii. Notifying all employees in the statement required by subparagraph 7.C.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Sponsor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision 7.C.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 7.C.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 7.C.i through 7.C.v above.

25. Funding Cancellation Clause. When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

26. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. The Sponsor consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

27. General Indemnification. The Sponsor agrees to indemnify the State of Indiana, INDOT, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by the Sponsor and/or its agents, if any, under this Agreement. INDOT shall not provide such indemnification to the Sponsor.

28. Warranty by Sponsor; Infringement Indemnification. Sponsor warrants that it owns and/or has the absolute right to use, by way of license or otherwise, the mark/phrase "[insert Sponsor trademark]_____ " and any/all other marks, trade names and/or slogans used or to be used in connection with the sponsorship program. Sponsor shall hold INDOT fully harmless and indemnify INDOT, its officers, employees, agents and/or representative from any/all claims or actions, including costs and reasonable attorneys' fees, arising from and/or based upon allegations of infringement or disparagement in any way related to the use of "[insert Sponsor trademark]_____ " and any/all other marks, trade names and/or slogans used by Sponsor in connection with this Agreement.

29. Non-Discrimination

A. This Agreement is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Sponsor or any subcontractor.

30. Survival. The following paragraphs shall survive termination of this Agreement: Access to Records (7), Confidentiality (11), Notices (15), Governing Law (26), General Indemnification (27), Warranty by Sponsor; Infringement Indemnification (28), Survival (30), Discontinuance of Program Elements (Appendix A.3) and Ownership (Appendix A.4)

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Non-Collusion. The undersigned attests, subject to the penalties for perjury, that he/she is the Sponsor, or that he/she is the properly authorized representative, agent, member or officer of the Sponsor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Sponsor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

STATE OF INDIANA

Department of Administration

President

Robert D. Wynkoop, Commissioner

Date: _____

Date: _____

Attest:

State Budget Agency

Secretary

Adam Horst, Director

STATE OF INDIANA

Date: _____

Indiana Department of Transportation

Recommended for approval by:

Approved as to Form and Legality:

Date: _____

_____ (FOR)

Greg Zoeller

Executed By:

Attorney General of Indiana

_____ (FOR)

Date Approved: _____

Michael B. Cline, Commissioner

Indiana Department of Transportation

Date: _____

APPENDIX A

Sponsorship Elements

1. SPONSORSHIP FEES. Sponsor shall pay to INDOT the following amounts for the sponsorship rights contained in this Agreement.

Initial Term

Year 1 - \$_____ payable upon execution of this Agreement

Year 2 - \$_____ payable on or before _____

Year 3 - \$_____ payable on or before _____

First Renewal Term

Year 4 - \$_____ payable on or before _____

2. SPONSORSHIP PROGRAM ELEMENTS.

A. Operation of INDOT's Hoosier Helper Program

INDOT intends to operate the Hoosier Helper program throughout the term of this Agreement. The current fleet currently consists of twenty five (25) vehicles. Eleven (11) vehicles serve Northwest Indiana covering 34 miles; Twelve (12) vehicles serve the Indianapolis Metropolitan Area covering 95 miles; and two (2) vehicles serve Southern Indiana covering 28 miles. INDOT reserves the right in its sole discretion to modify any elements of the current Hoosier Helper program.

If INDOT expands the Hoosier Helper program beyond its current routes Sponsor shall be granted the first opportunity to negotiate for sponsorship of new routes to the extent INDOT desires to expand a sponsorship program. Should INDOT desire such expanded sponsorship and is unable to reach an agreement with the incumbent Sponsor, INDOT reserves the right to seek/negotiate with other potential sponsors for any new routes not included in the current Hoosier Helper program or under the purview of this Agreement.

B. Advertising Policy/Brand Standards

The Sponsor shall at all times comply with INDOT's advertising policy, including brand standards, set forth in Appendix B. In addition, all uses of Sponsor content including without limitation materials, designs, graphics, fabrications and Vehicle Wrappings (defined below) developed by or for Sponsor relating to the Hoosier Helper program or this Agreement shall be subject to INDOT's prior written approval.

C. Vehicle Wrappings.

Sponsor shall be responsible for the design, graphics, fabrication, installation, maintenance, upkeep and removal of the “INDOT Hoosier Helper Sponsored by ____ “ phrase and any other INDOT-approved Sponsor content, if any, ("Vehicle Wrappings") on the entire Hoosier Helper fleet. This responsibility includes without limitation measuring each vehicle variation and presenting the design for approval to INDOT. Sponsor shall provide an actual depiction of each vehicle variation to INDOT. The Sponsor shall be responsible for all costs and expenses related to the Vehicle Wrappings.

Sponsor shall have the rights and benefits to promotional advertising on the surface area of all the Hoosier Helper vehicles in the form generally as illustrated in EXHIBIT A (attached hereto and incorporated herein by reference) which is provided as an approved example. Subsequent uses of the Vehicle Wrapping shall require written approval of INDOT.

INDOT will notify the Sponsor when vehicles are available so that the Sponsor can install, maintain and upkeep the Vehicle Wrappings with its own resources. INDOT reserves the right to modify and/or refresh its Hoosier Helper program (non-sponsor) decal size, location, color and the like at any time during the term of this Agreement. INDOT will be responsible for maintenance of the vehicles including cleanliness.

D. Uniforms

INDOT within its sole discretion may allow the Sponsor to incorporate the “INDOT Hoosier Helper Sponsored by ____ “ phrase on designated apparel, if any, worn by patrol drivers. Subject to design approval, INDOT hereby agrees to place the “INDOT Hoosier Helper Sponsored by ____ “ phrase on patrol hats. However, nothing herein shall obligate INDOT to require its drivers to wear such hats, uniforms or other apparel bearing such phrase or other Sponsor logo. The Sponsor shall be responsible for all costs and expenses related to the use of Sponsor’s logo on any apparel.

INDOT shall approve all use of Sponsor’s logo on hats and apparel, including size, design, and placement. Logo placement on safety apparel (e.g. reflective vests) shall be at INDOT’s sole discretion. Uniform logos shall be appropriate for a roadway environment and shall not distract from personal safety.

E. Media/Use of Names/Logos

Sponsor will work with INDOT to plan a press event announcing the launch of the sponsorship program. Subject to INDOT’s prior written approval, Sponsor has the right and benefits to incorporate information crediting the sponsorship and utilizing the “INDOT Hoosier Helper Sponsored by ____ “ phrase in promotional and informational media containing references about the current Hoosier Helper program.

F. Highway Signs

INDOT within its sole discretion may allow the Sponsor rights to signs on INDOT's right-of-way served by the Hoosier Helper program. Sign design, materials, and locations are all subject to prior written approval by INDOT and any other governmental agencies with applicable authority.

If approved by INDOT and other appropriate agencies, highway signs shall reference and clearly identify the "INDOT Hoosier Helper Sponsored by ____" phrase and shall include INDOT's logo and any other markings determined to be necessary or desirable by INDOT. The Sponsor at its sole cost and expense shall be responsible for fabricating, installing and maintaining all sponsor highway signs with an INDOT-approved contractor.

G. Promotions

The Sponsor has the right to develop promotional marketing materials which are relevant to, and informative of, the Hoosier Helper program. All such materials shall be submitted by Sponsor to INDOT for its written approval before printing and distribution. Upon Sponsor's reasonable request, INDOT will make reasonable efforts to have the materials distributed by the Hoosier Helper patrol drivers to motorists who receive the patrol's assistance and services.

H. Comment Cards

Upon INDOT's prior written approval, Sponsor shall have the right to develop and produce comment cards and request their distribution by drivers of the Hoosier Helper vehicles to motorists who receive assistance and services from the Hoosier Helpers. All such materials shall be submitted by the Sponsor to INDOT for approval before printing and distribution. If approved, INDOT shall make reasonable efforts to have the materials distributed by the Hoosier Helper drivers, in accordance with Sponsor's reasonable request. Any use of information collected from comment cards shall be subject to prior written approval of INDOT, which may be withheld at the sole discretion of INDOT. INDOT will endeavor to notify Sponsor when inventory of comment cards is depleted to an approximate thirty (30) day supply to allow adequate time for printing and replenishment. The Sponsor shall be responsible for all costs and expenses related to the comment cards.

3. DISCONTINUANCE OF PROGRAM ELEMENTS.

Upon any expiration or termination of this Agreement, the following terms and conditions shall apply:

Vehicles. Sponsor shall be responsible for all duties and costs related to the removal and disposition of any and all Vehicle Wrappings and any other elements identifying Sponsor as part of the Hoosier Helper program. All such removals shall be finalized within thirty (30) days after termination or expiration of this Agreement. If this Agreement is terminated prior to the conclusion of the term due to material breach by Sponsor, Sponsor agrees to reimburse INDOT for the costs of removal of Vehicle Wrappings.

Uniforms. INDOT shall retain any apparel bearing the Sponsor's logo that is in INDOT's possession and shall have the unfettered right to do what it wishes with such apparel. The Sponsor shall have sixty (60) days to distribute any apparel in its possession bearing any reference to the Hoosier Helper program or other reference to the State of Indiana.

Highway Signs. Sponsor shall be responsible for the removal of highway signs at its expense.

Promotional and Marketing Material. INDOT shall retain any promotional and marketing material and the like bearing the Sponsor's logo that is in its possession and shall have the unfettered right to do what it wishes with such material. The Sponsor shall promptly destroy any literature bearing any reference to the Hoosier Helper program or other reference to the State of Indiana.

Comment Cards. INDOT shall retain any comment cards in its possession and shall have the unfettered right to do what it wishes with such material. The Sponsor shall promptly return any comment cards in its possession to INDOT.

4. OWNERSHIP.

The highway signs erected under this Agreement are and shall remain the property of INDOT. Upon any expiration or termination of this Agreement, Sponsor shall not claim any rights in or to the Hoosier Helper vehicles, any element of the Hoosier Helper program or this Agreement; provided that the Sponsor's trademark and logo shall remain Sponsor's property.

APPENDIX B
INDOT Advertising Policy